

The Manuel D. & Rhoda
MAYERSON JCC
on The Jewish Foundation of Cincinnati Campus

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Marc Fisher
CEO

Mayor Tom Muething
Mr. Scot Lahrmer
Amberley Village
7149 Ridge Road
Cincinnati, OH 45237

May 30, 2017

Re: Amberley Green

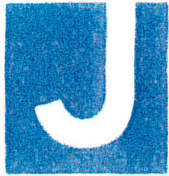
Dear Mayor Muething and Mr. Lahrmer:

For several months, the Mayerson JCC, with the cooperation and assistance of the Village, has been reviewing a portion of the Amberley Green property for the potential relocation and expansion of some of our existing JCC activities – including our Summer Day Camp and Swim programs. As was presented to your Land Development Committee on October 10, 2016, we engaged the services of McGill Smith Punshon to develop plans that we had hoped would accommodate the growing needs of the JCC, and also provide benefit to the residents of Amberley Village. Although preliminary and schematic, we were extremely pleased with the plans that McGill-Smith developed, and were encouraged by the positive response received by the Land Development Committee's review. As we look toward the next phase of our due diligence review, we believe that the time is appropriate to outline what we hope will become the basis of a future, formal understanding with Amberley Village – an understanding that addresses both the responsibilities and benefits that both parties could achieve. We recognize that there are several steps that must be successfully navigated by both parties before a project of this type can proceed; however, based on the plans created and the due diligence performed to date, the JCC looks forward to continuing its review. Therefore, outlined below is what we believe could become the basis of our joint development of the "Amberley Green Community Center" (NOTE: The name has not been determined and will be subject to future agreement). Although we are providing the outline below, we recognize that this letter is only an outline of both parties' vision for the overall Project – it is not a binding agreement and neither party has any obligation to the other with respect to the Project unless and until the parties execute definitive, binding agreements.

THE COMMUNITY PROPERTY: The "Community Property" is the parcel outlined in attached Exhibit 1C. The Community Property totals approximately 26.96 (exhibit 1A) acres of ground, and includes amongst other things: the Community Center building (the former Clubhouse), the existing tennis courts, a new swimming complex, open fields for play, and an outdoor performance amphitheater. The Community Property is a part of the overall Amberley Green parcel, and upon completion of due diligence, and acknowledgement that both parties are ready to proceed with the Project and execution of definitive agreements, then, at that time, the Community Property would be separately parceled, and leased to the Mayerson JCC on a long-term basis for at a nominal value which reflects the expected substantial benefits that will come from the proposed Project to the residents of Amberley Village (NOTE: Sale vs. Lease will be the subject of future agreement).

THE PROJECT: The "Project" includes the following;

- Remodel and re-configuration of the existing Clubhouse to include a multi-purpose and dining area, new kitchen facilities, new locker facilities, indoor play space/gym, and separate meeting rooms.



- Construction of a competition and recreation pool facility, including outdoor pavilion space.
- Construction of the outdoor performance amphitheater, nature area, open space and camping areas, and outdoor reception space.
- Construction of new parking facilities, primary Community and JCC entrances, and appropriate landscaping and signage.
- The Project does not include any "off-site" improvements such, as road widening or traffic signalization.

All construction costs of the Project would be paid by the JCC.

SHARED USAGE: The parties envision that the facilities within the Project would be "shared" by the JCC and Amberley Village residents. Due to the nature of each party's usage, and the desire for each party to realize maximum enjoyment from the Project, certain operating restrictions will be imperative – such as: restricting pool and play space/gym hours to times of use by the JCC Camp, and times when those facilities are open to public use; and similar scheduling relative to use of the open space, nature trail, and other amenities. The pool (and other) facilities would be available for use by JCC Members, and by Amberley Village residents who have paid a membership fee. The JCC would coordinate rental and use of the dining and banquet facility, and of the pool facility for private events. The JCC would provide fee-based catering services for any such private events. Subject to the results of the JCC's operational due diligence, the parties may discuss whether the parties should share in some way certain of the net revenues (net of operating expenses) generated from the operation of the Project.

TIMING: Again, the outline above is not binding, and is merely a reflection of what both parties currently believe to be the best manner to develop the Community Property in a way that maximizes benefit for both the JCC and Amberley Village. In the event the above is acceptable to the Village, then the JCC will engage additional consultants to complete a more detailed economic analysis of the construction and operational costs of the Project; while Amberley Village reviews how it may best utilize the facilities included in the Project, the development of the remaining acreage comprising Amberley Green as well as the value of the Project to Amberley Village and its residents. During this period, it is recognized that the Amberley Village Council will seek input from the residents of the Village. We believe that it will take approximately 4 months to finalize this phase of the due diligence process; followed by time necessary to raise funds to construct the Project; and finally, time to complete construction drawings and to obtain necessary permits and approvals. In total, we believe that if all phases of this process are successful, construction could commence in approximately 1 year.

Gentlemen, again, we are extremely appreciative of the efforts put forth by Amberley Village to date. We are hopeful that we will be able to jointly create a Community project that benefits Amberley Village and its residents, and provides for the continued growth and success of the JCC. We look forward to your thoughts, and if the above terms are acceptable, please sign in the space provided below. Thank you.

Kindest regards,
Mayerson JCC

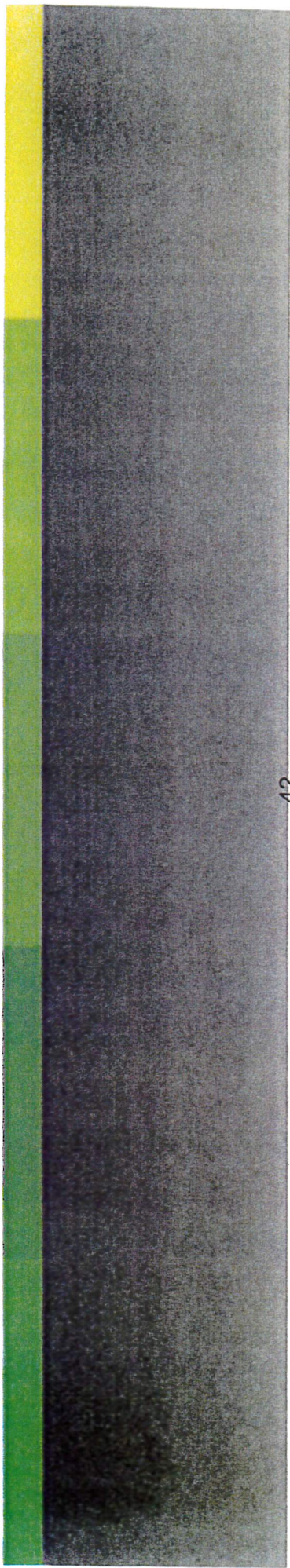
Marc Fisher
CEO

Acknowledged and agreed this 12 day of June, 2017:

Todd Schild
President

VILLAGE OF AMBERLEY

By:



Master Site Plan – JCC 2.0

Exhibit 1C



MAYERSON JCC
of Cincinnati

